

PUBLIC VERSION

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Attorneys for Plaintiff
VERIGY US, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

VERIGY US, INC, a Delaware Corporation,

Plaintiff,

vs.

ROMI OMAR MAYDER, an individual;
WESLEY MAYDER, an individual; SILICON
TEST SYSTEMS, INC., a California Corporation;
and SILICON TEST SOLUTIONS, LLC, a
California Limited Liability Corporation,
inclusive,

Defendants.

Case No. C07 04330 RMW (HRL)

**[PROPOSED] ORDER GRANTING
VERIGY'S MOTION FOR SUMMARY
ADJUDICATION OF ITS 1ST CLAIM
FOR RELIEF FOR BREACH OF
CONTRACT AND 12TH CLAIM FOR
RELIEF FOR DECLARATORY RELIEF**

AND REALTED COUNTERCLAIMS.

DOCUMENT SUBMITTED UNDER SEAL
HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
PURSUANT TO STIPULATED PROTECTIVE ORDER

1 The Motion by Plaintiff Verigy US, Inc. (“Verigy”), for summary adjudication of liability
 2 of its First Claim for Relief for Breach of Contract as against Romi Mayder, and for partial
 3 summary adjudication of its Twelfth Claim for Relief for Declaratory Relief with regard to the
 4 [REDACTED] technology as against Romi Mayder, came on regularly for hearing before the undersigned
 5 on October 17, 2008, at 9:00 a.m., in Courtroom 6 of the above-entitled Court. This Court having
 6 read and considered the moving and opposition papers, and heard the oral arguments of respective
 7 counsel, and it appearing that there are no genuine issues of material fact in dispute to be tried with
 8 respect such claims for relief.

9 IT IS HEREBY ORDERED that: (1) Verigy’s motion for summary adjudication of
 10 liability on its First Claim for Relief for Breach of Contract as against Romi Mayder is
 11 GRANTED. The Court specifically finds based on the undisputed facts that Romi Mayder
 12 breached the Agreement Regarding Confidential Information and Proprietary Developments
 13 (“ARCIPD”) that he entered into with his former employer, Verigy. Thus, there do not exist any
 14 genuinely disputed issue of material fact to be tried as to the First Claim for Relief for Breach of
 15 Contract except as to the amount of Verigy’s damages. (2) Verigy’s motion for partial summary
 16 adjudication on its Twelfth Claim for Declaratory Relief against all defendants is also GRANTED.

17 IT IS HEREBY DECLARED, ADJUDGED AND DECREED that Verigy is the legal
 18 owner of (a) the so-called [REDACTED] marketed by defendant Silicon Test Systems, Inc., (b) the
 19 Picasso ASIC provisional patent application filed with the United States Patent and Trademark
 20 Office on or about September 29, 2006, and (c) any related intellectual property developed during
 21 Romi Mayder’s employment with Verigy (collectively, the “**Verigy Material**”), because the
 22 development of the **Verigy Material** occurred during Romi Mayder’s employment with Verigy
 23 and resulted from research and development he performed for Verigy. Romi Mayder was
 24 contractually obligated to assign the **Verigy Material** to Verigy pursuant to the express terms of
 25 the ARCIPD.

26 SO ORDERED.

27 Dated: _____, 2008
 28 Hon. _____

Ronald M. Whyte
 UNITED STATES DISTRICT JUDGE